

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING N/A	PAGE OF 1 53
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. DTFAAC-12-R-03098		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 9 March 2012
				6. REQUISITION/PURCHASE AC-12-03098 (FAA Internal Use Only)	
7. ISSUED BY FAA, NAS Acquisition Division (AMQ-210) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931 IDIQ for Telecommunication Infrastructure Technical		CODE		8. ADDRESS OFFER TO (If other than Item 7) FAA, NAS Acquisition Division (AMQ-210) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931 SOLICITATION and Management Support Services for FAA, MMAC	
9. Sealed offers in original and <u>See Section I</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in <u>Room 313, Multi-Purpose Building</u> until <u>2:00 p.m.</u> local time <u>April 12, 2012</u> (Hour) (Date)					
NOTE: If offers are hand carried, additional time should be allowed to access the depository facility due to heightened security requirements. 100% Set Aside for SBA Certified 8(a) SEDB Concerns					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL: >		A. NAME Christopher Ekadis, Contract Specialist		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-8071, <u>christopher.ekadis@faa.gov</u>	
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OFFER (Must be fully completed by offeror)					
NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT <i>See Section I, AMS Clause No.3.3.1-6)</i>		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS <i>The offeror acknowledges receipt of amendments to the Request for Offerors and related documents numbered and dated:</i>		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >	ITEM G.3
24. ADMINISTERED BY (If other than Item 7) FAA, NAS Contract Management Team (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932		CODE		25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

The contractor shall furnish all personnel, materials, equipment, training, supplies, and other items necessary to provide the services set forth below and in accordance with (IAW) all terms, conditions, and provisions set forth herein. Detailed descriptions of the services to be furnished can be found in the Performance Work Statement (PWS). For additional information regarding the below Contract Line Item Numbers (CLINs) refer to Section B, Schedule Notes.

ITEM	SUPPLIES	QTY	UNIT	UNIT PRICE	TOTAL PRICE
BASE YEAR					
0001	Task 1 - Preventive Maintenance Program – see Section 4.1 through 4.1.7.2 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
0002	Task 2 – Work Request for Support/Modifications - See section 4.2 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 5-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 4-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 3-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
0003	Task 3 – Work Request for Trouble Calls- See section 4.3 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced	12	MO	\$ _____	\$ _____
0004	Task 4 – Building Operations & Surveillance-See See section 4.4 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 4-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 3-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
0005	Task 5 – Grounds Maintenance Services – see section 4.5 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
0006	Task 6 – FAA Logistic Center Support – see section 4.6 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
0007	Flight Line Maintenance Support – see section 4.7 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____

UNIT

TOTAL

ITEM	SUPPLIES	QTY	UNIT	PRICE	PRICE
0008	Base Maintenance Automotive Shop Support – see Section 4.8 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
0009	Task 9 – Logistics Management Parts & Materials - see Section 4.9 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
0010	Task 10 – Miscellaneous Tasking-see section 4.10 Of the PWS.	12	MO	\$ _____	\$ _____
0011	Additional Services Over & Above – Cost Reimbursable – See Section 4.11 of the PWS. The contractor shall be reimbursed for Services Over & Above Requirements that occur on a case by case basis.				
	The contractor shall be reimbursed for direct costs associated Over & Above directives. G&A may be applied at a rate Not to exceed that proposed on this line item. Profit shall not be applied to sub-contractor costs.			Offeror's G&A Rate _____	<u>NTE \$ 397,622.00</u>
	See attachment 14 for potential labor rate categories included In this Clin.				
0012	Additional Parts Over & Above – Cost Reimbursable- See Section 4.12 of the PWS. The contractor shall be Reimbursed for Materials Over & Above required in Accordance with the PWS.				
	The contractor shall be reimbursed for direct costs associated Over & Above materials directives. G&A may be applied at a rate Not to exceed that proposed on this line item. Profit shall not be applied to materials costs.			Offeror's G&A Rate _____	<u>NTE \$ 846,174.00</u>
0013	Phase-In Services (See H.7)	1	LS	\$ _____	\$ _____
TOTAL BASE CONTRACT PERIOD					\$ _____

ITEM	SUPPLIES	QTY	UNIT	UNIT PRICE	TOTAL PRICE
FIRST OPTION YEAR (SECOND YEAR)					
1001	Task 1 - Preventive Maintenance Program – see Section 4.1 through 4.1.7.2 of the PWS	12	MO	\$_____	\$_____
	Service Level 3-fully staffed	12	MO	\$_____	\$_____
	Service Level 2-reduced staffing	12	MO	\$_____	\$_____
	Service Level 1-reduced staffing	12	MO	\$_____	\$_____
1002	Task 2 – Work Request for Support/Modifications - See section 4.2 of the PWS	12	MO	\$_____	\$_____
	Service Level 5-fully staffed	12	MO	\$_____	\$_____
	Service Level 4-reduced staffing	12	MO	\$_____	\$_____
	Service Level 3-reduced staffing	12	MO	\$_____	\$_____
	Service Level 2-reduced staffing	12	MO	\$_____	\$_____
	Service Level 1-reduced staffing	12	MO	\$_____	\$_____
1003	Task 3 – Work Request for Trouble Calls- See section 4.3 of the PWS.	12	MO	\$_____	\$_____
	Service Level 3-fully staffed	12	MO	\$_____	\$_____
	Service Level 2-reduced staffing	12	MO	\$_____	\$_____
	Service Level 1-reduced	12	MO	\$_____	\$_____
1004	Task 4 – Building Operations & Surveillance-See See section 4.4 of the PWS	12	MO	\$_____	\$_____
	Service Level 4-fully staffed	12	MO	\$_____	\$_____
	Service Level 3-reduced staffing	12	MO	\$_____	\$_____
	Service Level 2-reduced staffing	12	MO	\$_____	\$_____
	Service Level 1-reduced staffing	12	MO	\$_____	\$_____
1005	Task 5 – Grounds Maintenance Services – see section 4.5 of the PWS.	12	MO	\$_____	\$_____
	Service Level 3-fully staffed	12	MO	\$_____	\$_____
	Service Level 2-reduced staffing	12	MO	\$_____	\$_____
	Service Level 1-reduced staffing	12	MO	\$_____	\$_____
0006	Task 6 – FAA Logistic Center Support – see section 4.6 of the PWS.	12	MO	\$_____	\$_____
	Service Level 3-fully staffed	12	MO	\$_____	\$_____
	Service Level 2-reduced staffing	12	MO	\$_____	\$_____
	Service Level 1-reduced staffing	12	MO	\$_____	\$_____
1007	Flight Line Maintenance Support – see section 4.7 of the PWS.	12	MO	\$_____	\$_____
	Service Level 3-fully staffed	12	MO	\$_____	\$_____
	Service Level 2-reduced staffing	12	MO	\$_____	\$_____
	Service Level 1-reduced staffing	12	MO	\$_____	\$_____
1008	Base Maintenance Automotive Shop Support – see Section 4.8 of the PWS.	12	MO	\$_____	\$_____
	Service Level 3-fully staffed	12	MO	\$_____	\$_____
	Service Level 2-reduced staffing	12	MO	\$_____	\$_____
	Service Level 1-reduced staffing	12	MO	\$_____	\$_____

ITEM	SUPPLIES	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1009	Task 9 – Logistics Management Parts & Materials - see Section 4.9 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
1010	Task 10 – Miscellaneous Tasking-see section 4.10 Of the PWS.	12	MO	\$ _____	\$ _____
1011	Additional Services Over & Above – Cost Reimbursable – See Section 4.11 of the PWS. The contractor shall be reimbursed for Services Over & Above Requirements that occur on a case by case basis. The contractor shall be reimbursed for direct costs associated Over & Above directives. G&A may be applied at a rate Not to exceed that proposed on this line item. Profit shall not be applied to sub-contractor costs. See attachment 14 for potential labor rate categories included In this Clin.			Offeror's G&A Rate _____	<u>NTE \$ 411,539.00</u>
1012	Additional Parts Over & Above – Cost Reimbursable- See Section 4.12 of the PWS. The contractor shall be Reimbursed for Materials Over & Above required in Accordance with the PWS. The contractor shall be reimbursed for direct costs associated Over & Above directives. G&A may be applied at a rate Not to exceed that proposed on this line item. Profit shall not be applied to materials costs.			Offeror's G&A Rate _____	<u>NTE \$ 875,790.00</u>
TOTAL OPTION PERIOD 1					\$ _____

ITEM	SUPPLIES	QTY	UNIT	UNIT PRICE	TOTAL PRICE
SECOND OPTION YEAR (THIRD YEAR)					
2001	Task 1 - Preventive Maintenance Program – see Section 4.1 through 4.1.7.2 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
2002	Task 2 – Work Request for Support/Modifications - See section 4.2 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 5-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 4-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 3-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
2003	Task 3 – Work Request for Trouble Calls- See section 4.3 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced	12	MO	\$ _____	\$ _____
2004	Task 4 – Building Operations & Surveillance-See See section 4.4 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 4-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 3-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
2005	Task 5 – Grounds Maintenance Services – see section 4.5 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
2006	Task 6 – FAA Logistic Center Support – see section 4.6 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
2007	Flight Line Maintenance Support – see section 4.7 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
2008	Base Maintenance Automotive Shop Support – see Section 4.8 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____

ITEM	SUPPLIES	QTY	UNIT	UNIT PRICE	TOTAL PRICE
2009	Task 9 – Logistics Management Parts & Materials - see Section 4.9 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
2010	Task 10 – Miscellaneous Tasking-see section 4.10 Of the PWS.	12	MO	\$ _____	\$ _____
2011	Additional Services Over & Above – Cost Reimbursable – See Section 4.11 of the PWS. The contractor shall be reimbursed for Services Over & Above Requirements that occur on a case by case basis. The contractor shall be reimbursed for direct costs associated Over & Above directives. G&A may be applied at a rate Not to exceed that proposed on this line item. Profit shall not be applied to sub-contractor costs. See attachment 14 for potential labor rate categories included In this Clin.			Offeror's G&A Rate _____ NTE \$ 425,943.00	
2012	Additional Parts Over & Above – Cost Reimbursable- See Section 4.12 of the PWS. The contractor shall be Reimbursed for Materials Over & Above required in Accordance with the PWS. The contractor shall be reimbursed for direct costs associated Over & Above directives. G&A may be applied at a rate Not to exceed that proposed on this line item. Profit shall not be applied to material costs.			Offeror's G&A Rate _____ NTE \$ 906,442.00	
TOTAL OPTION PERIOD 2				\$ _____	

ITEM	SUPPLIES	QTY	UNIT	UNIT PRICE	TOTAL PRICE
THIRD OPTION YEAR (FOURTH YEAR)					
3001	Task 1 - Preventive Maintenance Program – see Section 4.1 through 4.1.7.2 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
3002	Task 2 – Work Request for Support/Modifications - See section 4.2 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 5-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 4-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 3-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
3003	Task 3 – Work Request for Trouble Calls- See section 4.3 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced	12	MO	\$ _____	\$ _____
3004	Task 4 – Building Operations & Surveillance-See See section 4.4 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 4-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 3-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
3005	Task 5 – Grounds Maintenance Services – see section 4.5 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
3006	Task 6 – FAA Logistic Center Support – see section 4.6 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
3007	Flight Line Maintenance Support – see section 4.7 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
3008	Base Maintenance Automotive Shop Support – see Section 4.8 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____

ITEM	SUPPLIES	QTY	UNIT	UNIT PRICE	TOTAL PRICE
3009	Task 9 – Logistics Management Parts & Materials - see Section 4.9 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
3010	Task 10 – Miscellaneous Tasking-see section 4.10 Of the PWS.	12	MO	\$ _____	\$ _____
3011	Additional Services Over & Above – Cost Reimbursable – See Section 4.11 of the PWS. The contractor shall be reimbursed for Services Over & Above Requirements that occur on a case by case basis.				
	The contractor shall be reimbursed for direct costs associated Over & Above directives. G&A may be applied at a rate Not to exceed that proposed on this line item. Profit shall not be applied to sub-contractor costs. See attachment 14 for potential labor rate categories included In this Clin.			Offeror's G&A Rate _____	NTE \$ 438,721.00
3012	Additional Parts Over & Above – Cost Reimbursable- See Section 4.12 of the PWS. The contractor shall be Reimbursed for Materials Over & Above required in Accordance with the PWS.				
	The contractor shall be reimbursed for direct costs associated Over & Above directives. G&A may be applied at a rate Not to exceed that proposed on this line item. Profit shall not be applied to materials costs.			Offeror's G&A Rate _____	NTE \$ 933,636.00
TOTAL OPTION PERIOD 3					\$ _____

ITEM	SUPPLIES	QTY	UNIT	UNIT PRICE	TOTAL PRICE
FOURTH OPTION YEAR (FIFTH YEAR)					
4001	Task 1 - Preventive Maintenance Program – see Section 4.1 through 4.1.7.2 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
4002	Task 2 – Work Request for Support/Modifications - See section 4.2 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 5-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 4-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 3-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
4003	Task 3 – Work Request for Trouble Calls- See section 4.3 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced	12	MO	\$ _____	\$ _____
4004	Task 4 – Building Operations & Surveillance-See See section 4.4 of the PWS	12	MO	\$ _____	\$ _____
	Service Level 4-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 3-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
0005	Task 5 – Grounds Maintenance Services – see section 4.5 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
4006	Task 6 – FAA Logistic Center Support – see section 4.6 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
4007	Flight Line Maintenance Support – see section 4.7 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
4008	Base Maintenance Automotive Shop Support – see Section 4.8 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____

ITEM	SUPPLIES	QTY	UNIT	UNIT PRICE	TOTAL PRICE
4009	Task 9 – Logistics Management Parts & Materials - see Section 4.9 of the PWS.	12	MO	\$ _____	\$ _____
	Service Level 3-fully staffed	12	MO	\$ _____	\$ _____
	Service Level 2-reduced staffing	12	MO	\$ _____	\$ _____
	Service Level 1-reduced staffing	12	MO	\$ _____	\$ _____
4010	Task 10 – Miscellaneous Tasking-see section 4.10 Of the PWS.	12	MO	\$ _____	\$ _____
4011	Additional Services Over & Above – Cost Reimbursable – See Section 4.11 of the PWS. The contractor shall be reimbursed for Services Over & Above Requirements that occur on a case by case basis.				
	The contractor shall be reimbursed for direct costs associated Over & Above directives. G&A may be applied at a rate Not to exceed that proposed on this line item. Profit shall not be applied to sub-contractor costs.			Offeror's G&A Rate _____	NTE \$ 451,444.00
	See attachment 14 for potential labor rate categories included In this Clin.				
4012	Additional Parts Over & Above – Cost Reimbursable- See Section 4.12 of the PWS. The contractor shall be Reimbursed for Materials Over & Above required in Accordance with the PWS.				
	The contractor shall be reimbursed for direct costs associated Over & Above directives. G&A may be applied at a rate Not to exceed that proposed on this line item. Profit shall not be applied to materials costs.			Offeror's G&A Rate _____	NTE \$ 960,711.00
4013	Phase-Out Services (See H.7)	1	LS	\$ _____	\$ _____
TOTAL OPTION PERIOD 4					\$ _____
TOTAL ESTIMATED CONTRACT PRICE BASE PERIOD PLUS ALL OPTIONS					\$ _____

SECTION B, SCHEDULE NOTES:

- Prices must be submitted on all individual items of this Pricing Schedule with the exception of the Cost Reimbursable CLINs. Failure to do so may cause the proposal to be determined "unacceptable".
- All offerors shall provide fixed prices for each of the service levels for each task (CLIN) in schedule b. As a result of potential funding constraints, the Government will determine which service level of performance to execute at award. For definitions of each service level, please see section 4 of the PWS for each task.
- All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and extension, the unit price will prevail.
- The Offeror shall distribute indirect costs (fringes, overhead, G&A, profit) over all the labor items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may cause the proposal to be determined "unacceptable".

5. APPARENT CLERICAL MISTAKES and ARITHMETIC DISCREPANCIES

(a) For the purpose of initial evaluation of offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the pricing schedule as submitted by offerors:

- Obviously misplaced decimal points will be corrected;
 - Discrepancy between unit price and extended price, the unit price will prevail;
 - Apparent errors in extension of unit prices will be corrected;
 - Apparent errors in addition of lump-sum and extended prices will be corrected.
- (a) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The Contractor shall provide the services identified in SECTION B, SUPPLIES OR SERVICES AND PRICES/COST, in accordance with the Statement of Work for Maintenance, Repair, Operation and Modification of Buildings, Structures, Utility Systems, and Grounds at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma, Attachments as listed in Section J, and all other terms, conditions, and provisions set forth herein.

**C.2 EMERGENCY SITUATIONS AND EXERCISES DURING
CONTRACT PERFORMANCE (SEP 2001)**

CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

C.3 RESIDUAL CONTRACTOR INVENTORY (JAN 1997)

CLA.1313

If there are parts, material or supplies which are obtained by the contractor but are not furnished, installed, or consumed in the performance of this contract, such items shall not be paid for by the Government. Such parts shall be kept separate from any Government-furnished property, at all times, and shall remain the property of the contractor.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION

A Contracting Officer's Technical Representative (COTR) will be designated for the specific purpose of exercising general surveillance over the contract operation including contractor performance.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.10.4-1 CONTRACTOR INSPECTION REQUIREMENTS (APRIL 1996)**
- 3.10.4-2 INSPECTION OF SUPPLIES—FIXED PRICE (NOVEMBER 1997)**
- 3.10.4-3 INSPECTION OF SUPPLIES--COST REIMBURSEMENT (APRIL 1996)**
- 3.10.4-4 INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)**
- 3.10.4-11 INSPECTION - DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (APRIL 1996)**
- 3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APRIL 1996)**

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is July 1, 2012, or date of award whichever is later through June 30, 2017.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)**
- 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)**

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 POST-AWARD CONFERENCE

As soon as practicable after the award of a contract, a date will be established for a post-award conference between representatives of the Government and the contractor. The conference will be held at the Mike Monroney Aeronautical Center located in Oklahoma City, Oklahoma.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

- (2) Two copies to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125

- (3) Two copies to:

FAA, Mike Monroney Aeronautical Center
Operations and Maintenance Division (AMP-300)
P.O. Box 25082
Oklahoma City, OK 73125

- (b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

**G.4 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY (R) CLA.1401
(JAN 1997)**

Within 30 calendar days after award of contract the Government-owned property listed in the Performance Work Statement will be furnished to the contractor for use in the performance of this contract. The Contractor's Guide for Control of Government Property is available on the internet at <http://fast.faa.gov>.

G.5 INCREMENTAL FUNDING (JAN 1997) CLA.2604

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.6 GOVERNMENT PROPERTY REPORTS (JAN 1997) CLA.4528

(a) The Contractor shall prepare semi-annual reports of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than March 15 and September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

**G.7 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002) CLA.4550
CENTER (MMAC)**

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JANUARY 2008)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 COMPLIANCE WITH OKLAHOMA STATE LAW TITLE 310, CHAPTER 205

- (a) The Contractor shall be in compliance with Oklahoma State law Title 310, Chapter 205, holding licenses for the categories of the Alarm and Locksmith Industry. Each individual and the company must hold current licensing for consideration.

H.2 ENVIRONMENTAL, SAFETY AND HEALTH (APRIL 2010)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy that states:

“The Mike Monroney Aeronautical Center is fully committed to the Administrator’s Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources and improve energy efficiency*
- *Continually improve environmental performance*

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment.”

(4) The requirements of the MMAC Environmental Management System (EMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC’s environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC Environmental Management System (EMS) General Awareness Briefing. This training is available on-line at: https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training.

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC EMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Safety and Health (OSH) Policy which states:

“The FAA Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the safety and health of our employees and neighbors. It is our policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. In keeping with this commitment, we will implement, maintain, and continually improve our safety and health performance by utilizing a comprehensive Occupational Safety and Health Management System which:

- Ensures compliance with all applicable occupational safety and health requirements*
- Identifies hazards, assesses risks, and implements controls*
- Prevents injury and illness*
- Establishes safety and health metrics*

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a safe and healthy work environment for employees, contractors, students and, visitors.”

(6) The requirements of the MMAC Occupational Safety and Health System (OSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001:2007. The MMAC OSHMS requires that all contractors that provide goods and services that can affect MMAC’s occupational safety and health programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Occupational Safety and Health Policy as set forth in paragraph (a)(5) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced operational control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that contract employees requiring unescorted access to the site have received the MMAC Occupational Safety & Health Management System - 18001 – Awareness Briefing. This briefing/training is available on-line at:

https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC OSHMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC OSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC OSHMS. Submission of this certification is a prerequisite for contract award.

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

- (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;
- (3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer’s Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. All oral notices will be followed up with a written notice to the Contractor. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H.3 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.4 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.5 PERSONNEL AND SUPERVISION (OCTOBER 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

H.6 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

H.7 TRANSITION AND PHASE-IN REQUIREMENTS

(a) Transition:

(1) Immediately prior to commencement of performance for the contract base year, a 30-day period will be allowed for the transition from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner, which is critical. This transition period will be the time for initial orientation for contract administration and will provide a time for detailed operational orientation for contract supervisory personnel. It will generally be a time of preparation for the phase-in operations.

(2) The government will provide a transition team, which will be used to provide technical and administrative orientation to contractor personnel, familiarize the contractor with required services, and provide other guidance and assistance as mutually determined necessary by the Government and the contractor.

(b) Phase-In:

(1) The phase-in period is the 30 days immediately following transition; the time between commencement of services and total performance of all requirements. The contractor is responsible for the phase-in of their personnel and the assumption of ongoing tasks during the phase-in period.

(2) The Government's transition team will remain available to answer technical and administrative questions through the phase-in period. After this period, the contractor shall report and/or coordinate efforts in accordance with the contract.

3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JULY 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract by e-mail to christopher.ekadis@faa.gov.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology: signatures on documents by email.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

3.8.2-17 KEY PERSONNEL AND FACILITIES (MAY 1997)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

[List key personnel and/or facilities]

3.13-15 CONFIDENTIALITY OF DATA AND INFORMATION (OCTOBER 2011)

- (a) The contractor and any of its subcontractors, in performance of this contract, may need access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict its right to use and disclose data and information or which may be of a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made data and information available to the public; and (2) use for any purpose other than the performance of this contract any data which bears a restrictive marking or legend. For the sole purpose of this clause, "information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or visual form. Data processed in such a way that it can increase the knowledge of the person who receives it. Information is the output, or finished goods, of information systems.
- (b) In the event the work required to be performed under this contract requires access to proprietary data and information of other companies, the contractor must obtain agreement from such other companies for such use unless such data are provided or made available to the contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for information only. These agreements must prescribe the scope of authorized use of disclosure and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.
- (c) The contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined if the necessity to refrain from divulging either the proprietary data of other companies or data that are obtained from the Government to anyone except as authorized. The contractor must obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which must in substance provide that such employee will not, during his/her employment by the contractor or anytime thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract.
- (d) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.
- (e) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers the application of the prohibition of this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the contractor must return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The contractor must further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted from the contractor's (and any subcontractor's) records and destroyed.

(g) These restrictions do not limit the contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

PART II - SECTION I

PART II - SECTION I CONTRACT CLAUSES

I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.2 LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA-Mike Monroney Aeronautical Center
NAS Automation & Facilities Contract Management
Team (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (JULY 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

3.2.4-16 ORDERING (OCTOBER 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from the execution date of the contract (award date), through contract close-out.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the contract.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) months and five (5) years.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond September 30, 2012. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 2012 (or until existing contract funding is liquidated), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-

character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

3.3.1-36 AVAILABILITY OF FUNDS - OPTION PERIODS UNDER A CONTINUING RESOLUTION (APRIL 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

3.3.1-37 LIMITATION ON GOVERNMENT'S OBLIGATION (OCTOBER 2011)

(a) Of the total price of contract line item number(s) (CLINs) 0001 - 00013, \$_____ (Will be filled in on contract execution) is presently available for payment and allocated to these CLINs.

(b) The Contractor agrees to perform on these CLINs up to the point at which, in the event of termination of this contract pursuant to the applicable "Termination for Convenience of the Government" clause, the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs,) pursuant to paragraph (c) below, would in the exercise of reasonable judgment by the Contractor approximate the total amount currently allotted to the contract. The Contractor is not authorized to continue work on these CLINs beyond this point. The Government is not obligated to reimburse the Contractor in excess of the amount from time to time allotted to the contract, regardless of anything to the contrary in "Termination for Convenience of the Government."

(c) Funds presently allotted to this contract are estimated to cover the work to be performed during the base year of the contract and options issued hereunder. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until this date, or an agreed substitute date, the Contractor must notify the Contracting Office in writing when within the next 30 days the work will reach a point at which, in the event of termination of this contract pursuant to "Termination for Convenience of the Government," the total amount payable by the Government pursuant to paragraph (e) below, will approximate 85 percent of the total amount then allotted to the contract. The notice must state the estimated date when this point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substitute date. The Contractor must, 30 days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the CLINs for a further period as may be specified in this clause or otherwise agreed to by the parties. If after this notification, additional funds are not allotted by the date above written or by an agreed substitute date, the Contracting Officer will, upon written request of the Contractor, terminate this contract on such date or the date set forth in the request, whichever is later, pursuant to "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the CLINs, the parties will agree on the applicable period of contract performance that shall be covered by such funds. Paragraphs (b) and (c) above apply to the additional allotted funds and agreed substituted date and the contract will be modified accordingly.

(e) If the Contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by the reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the CLINs, in the time of delivery, or in both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the "Contract Disputes" Clause.

(f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the applicable AMS "Default" clause. The provisions of this clause are limited to the work on and allotment of funds for the CLIN(s) in paragraph (a) above. This clause no longer applies upon the allotment of funds for the total price of the CLINs except for rights and obligations existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to "Termination for Convenience of the Government." In the event of a conflict between this clause and any other term or condition of this contract, this clause will take precedence.

3.6.1-8 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDB CONCERNS (JANUARY 2010)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB) concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify the [Insert name of FAA Contracting Officer] in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (JANUARY 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APRIL 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. **This Statement is for Information Only: It Is Not a Wage Determination.**

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
Project Manager	\$33.14
Assistant Project Manager	\$27.87
Work Supervisors	\$21.41
Quality Control / Safety Specialist	\$23.25
Work Order Clerk	\$15.71
Planner/Estimators	\$23.26
Inventory Clerk	\$14.13
Supply Technician	\$19.23
CCMS Operator	\$19.22
CCMS Surveillance Operator	\$18.69
Carpenter	\$18.69
Painter	\$18.69
Electrician	\$18.69
Sheet Metal Mechanic	\$18.69
Maintenance Plumber	\$18.69
HVAC Mechanic	\$18.69
Boiler MECH/Pipe Fitter	\$18.69
Elevator MECH. Journeyman	\$18.69
Pest Control/Fire SUPP. TECH	\$18.69
Water Treatment Plant OP	\$18.69
Water Treatment Specialist	\$18.69
Fire Alarm System Mechanic	\$18.69
Maintenance Trade Helper	\$16.83
Maintenance Mechanic	\$18.69
Auto OPS. Mechanic	\$18.69

Electronic Technician	\$23.25
Grounds Maint. Mechanic	\$18.69
Grounds Maint. Gardener	\$14.04

3.6.2-40 NON-DISPLACEMENT OF QUALIFIED WORKERS (R) (APRIL 2009)

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

*Must be in compliance with Oklahoma state law Title 310, chapter 205 (see section H.1)

3.13-1 APPROVAL OF CONTRACT (OCTOBER 2001)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JANUARY 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<u>Position</u>	<u>Risk Level</u>
All Positions	Low Risk : 1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;

- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

Questions or Concerns: Mike Monroney Aeronautical Center Contracting Point of Contact: Contract Specialist, Chris Ekadis, christopher.ekadis@faa.gov, (405)-954-8071. All questions must be submitted in writing by e-mail or mailed to: FAA, Customer Service Desk (AMQ-100), Room 313, Multi-Purpose Building, 6500 South MacArthur Boulevard, PO Box 25082, Attention Chris Ekadis, AMQ-210, Oklahoma City, OK 73125-4933. E-mails are preferred.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some

instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (OCTOBER 2010)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the

person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)	
3.1.7-4	ORGANIZATIONAL CONFLICT OF INTEREST (MARCH 2009)	
3.1.8-1	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR	IMPROPER
	ACTIVITY (OCTOBER 2009)	
3.1.8-2	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (APRIL 2010)	
3.2.2.3-29	INTEGRITY OF UNIT PRICES (JULY 2004)	
3.2.2.3-33	ORDER OF PRECEDENCE (MARCH 2009)	
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	
	CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	
	(APRIL 2011)	
3.2.2.7-8	DISCLOSURE OF TEAM ARRANGEMENTS (APRIL 2008)	
3.2.4-34	OPTION TO EXTEND SERVICES (APRIL 1996)	
3.2.5-1	OFFICIALS NOT TO BENEFIT (APRIL 1996)	
3.2.5-3	GRATUITIES OR GIFTS (JANUARY 1999)	
3.2.5-4	CONTINGENT FEES (OCTOBER 1996)	
3.2.5-5	ANTI-KICKBACK PROCEDURES (OCTOBER 2010)	
3.2.5-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APRIL 1996)	
3.2.5-8	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)	
3.2.5-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APRIL 2010)	
3.2.5-14	DISPLAY OF HOTLINE POSTER(S) (APRIL 2008)	
3.3.1-1	PAYMENTS (APRIL 1996)	
3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)	
3.3.1-7	LIMITATION ON WITHHOLDING OF PAYMENTS (MAY 1997)	
3.3.1-8	EXTRAS (MAY 1997)	
3.3.1-10	AVAILABILITY OF FUNDS (MAY 1997)	
3.3.1-15	ASSIGNMENT OF CLAIMS (APRIL 1996)	
3.3.1-17	PROMPT PAYMENT (SEPTEMBER 2009)	
3.3.1-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR	REGISTRATION
	(MARCH 2009)	
3.3.2-1	FAA COST PRINCIPLES (OCTOBER 1996)	
3.4.1-10	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JULY 1996)	
3.4.2-6	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	
	(OCTOBER 1996)	
3.4.2-8	FEDERAL, STATE, AND LOCAL TAXES - FIXED PRICE CONTRACT (APRIL 1996)	
3.5-1	AUTHORIZATION AND CONSENT (JANUARY 2009)	
3.6.1-3	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND	SERVICE-
	DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (MARCH 2009)	
3.6.1-7	LIMITATIONS ON SUBCONTRACTING (OCTOBER 2011)	
3.6.1-15	POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (APRIL 2011)	
3.6.2-1	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME	COMPENSATION
	(JANUARY 2012)	

3.6.2-2	CONVICT LABOR (APRIL 1996)	
3.6.2-9	EQUAL OPPORTUNITY (AUGUST 1998)	
3.6.2-10	EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF SUBCONTRACTS (NOVEMBER 1997)	
3.6.2-12	EQUAL OPPORTUNITY FOR VETERANS (JANUARY 2011)	
3.6.2-13	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCTOBER 2010)	
3.6.2-16	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1996)	
3.6.2-28	SERVICE CONTRACT ACT OF 1965, AS AMENDED (OCTOBER 2010)	
3.6.2-30	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (APRIL 1996)	
3.6.2-35	PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998)	
3.6.2-39	TRAFFICKING IN PERSONS (JANUARY 2008)	
3.6.2-44	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JANUARY 2012)	
3.6.3-7	WASTE REDUCTION PROGRAM (JULY 2008)	
3.6.3-9	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (APRIL 2009)	
3.6.3-13	RECYCLE CONTENT AND ENVIRONMENTALLY PREFERABLE PRODUCTS (APRIL 2009)	
3.6.3-16	DRUG FREE WORKPLACE (MARCH 2009)	
3.6.3-17	EFFICIENCY IN ENERGY-USING PRODUCTS (APRIL 2008)	
3.6.3-19	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JULY 2010)	
3.6.4-2	BUY AMERICAN ACT - SUPPLIES (JULY 2010)	
3.6.4-10	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JANUARY 2010)	
3.8.2-9	SITE VISIT (APRIL 1996)	
3.8.2-10	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)	
3.8.2-11	CONTINUITY OF SERVICES (OCTOBER 2008)	
3.8.4-5	GOVERNMENT SUPPLY SOURCES (APRIL 1996)	
3.9.1-1	CONTRACT DISPUTES (OCTOBER 2011)	
3.9.1-2	PROTEST AFTER AWARD (AUGUST 1997)	
3.10.1-7	BANKRUPTCY (APRIL 1996)	
3.10.1-12	CHANGES - FIXED-PRICE (APRIL 1996)	
3.10.1-12	ALTERNATE II CHANGES - FIXED-PRICE (APRIL 1996)	
3.10.1-14	CHANGES - TIME AND MATERIALS OR LABOR HOURS (APRIL 1996)	
3.10.1-25	NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007)	
3.10.2-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APRIL 1996)	
3.10.2-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APRIL 1996)	
3.10.3-1	DEFINITIONS (APRIL 2004)	
3.10.3-2	GOVERNMENT PROPERTY - BASIC CLAUSE (APRIL 2004)	
3.10.3-2	ALTERNATE I GOVERNMENT PROPERTY - BASIC CLAUSE (APRIL 2004)	
3.10.5-1	PRODUCT IMPROVEMENT/TECHNOLOGY ENHANCEMENT (APRIL 1996)	
3.10.6-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)	
3.10.6-4	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)	
3.13-3	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JULY 2008)	
3.13-5	SEAT BELT USE BY CONTRACTOR EMPLOYEES (OCTOBER 2001)	
3.13-13	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JANUARY 2011)	
3.13-14	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APRIL 2011)	

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1.	Performance Work Statement	2/14/12	51
2.	Business Declaration	10/2008	2
3.	Past Performance Questionnaire Contractor Personnel - Adjudicative Standards	N/A	5 1
4.	Contractor's Release DOT F4220.4	05/2005	1
5.	U.S. Dept of Labor, Employment Standards Administration Wage and Hour Division Wage Determination No. 2005-2432 Rev. 3	6/13/2011	9
6.	U.S. Dept of Labor, Employment Standards Administration Wage and Hour Division Wage Determination No. 1986-0773 Rev. 19	01/23/12	1
7.	Wage Rate Decision State of Oklahoma General Decision No. OK120032 (Davis Bacon)	02/17/12	5
8.	U.S. Dept of Labor, Employment Standards Administration Wage and Hour Division Wage Determination No. CBA-2005-3420	12/30/07	1
9.	U.S. Dept of Labor, Employment Standards Administration Wage and Hour Division Wage Determination No. CBA-2005-3424	12/30/07	1
10.	U.S. Dept of Labor, Employment Standards Administration Wage and Hour Division Wage Determination No. CBA-2005-3425	12/30/07	1
11.	Collective Bargaining Agreement International Association of Machinists1 And Aerospace Workers Local Lodge 850	11/2/10 - 12/08/12	23
12.	Collective Bargaining Agreement International Brotherhood of Electrical Workers Local 1141	12/17/10	17
13.	Collective Bargaining Agreement United Association of Journeyman and Apprentices of the Pipe Fitting Union, Local 344	12/28/10	19
14.	Potential Labor Categories for Emergency / Weekend Utilization	N/A	3

**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.
- (2) The small business size standard is \$32.5/M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.3 CERTIFICATION OF CONTRACTOR CONFORMANCE TO THE MMAC ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) AND OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM (OSHMS)(APRIL 2010) CLA.4560

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS/OSHMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS/OSHMS as required by Clause 0090, Environmental, Safety, and Health.

Authorized Representative: _____

Company Name: _____

Date: _____

3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JULY 2004)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of **60** calendar days.
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)

By checking the applicable box, the offeror (you) represents that –

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____,
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or
☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____
 (Country)

3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offerors (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JANUARY 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently

required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APRIL 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (MARCH 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF
NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (MAY 1997)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JULY 1996)

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION. (JANUARY 2012)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at

CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.2.3-3 AFFILIATED OFFERORS (JULY 2004)

3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCTOBER 1996)

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCTOBER 2010)

3.6.3-18 BIOBASED PRODUCT CERTIFICATION (JULY 2010)

**PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS**

L.1 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002) CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

L.2 PRE-PROPOSAL CONFERENCE

(a) Prospective offerors are invited and strongly encouraged to attend a pre-proposal conference to be held at **9:30 a.m., Thursday, March 16, 2012**, at the Mike Monroney Aeronautical Center, 6500 South MacArthur Blvd., Oklahoma City, OK. in Room 306 of the Multi-Purpose Building. The conference will be held for the purpose of clarifying the requirement and permit general discussions regarding this Screening Information Request. There will be a tour of selected buildings to provide offerors an opportunity to view the work site.

(b) Offerors are required to submit any questions they may have regarding this requirement in writing to the Contracting Officer by 2:00 p.m., March 23, 2012, so they can be placed on the agenda for discussion or so that a more definite response can be made. E:mail questions to christopher.ekadis@faa.gov. Questions received after that date, together with any questions generated at the conference, will be answered in writing as soon as possible following the conference.

(c) Remarks, explanations, or answers to questions provided at this conference shall not qualify the Screening Information Request terms unless such remarks, explanations or answers are in the form of a formal written amendment to the Screening Information Request.

(d) Offerors are allowed to send up to three individuals to represent their company. The following information must be furnished to the Contracting Officer no later than 3:00 p.m. CST, March 15, 2012, for those who will attend the conference:

(1) Name of company represented

(2) Name and title of representative(s)

(e) Reference AMS Provision 3.8.2-9, Site Visit, herein.

L.3 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of past performance, resumes of key personnel, technical proposals, and cost/price proposals. Evaluations involved will permit the FAA to select an offer that is the most highly rated submission based on overall best value to the FAA.

(c) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

L.4 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the format outlined below.

(b) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume should be submitted in an individual 3 ring binder.

Table 1. Proposal Organization

<u>Volume</u>	<u>Title</u>	<u>Copies</u>
I	Technical Proposal	6
II	Price Proposal	2
III	Past Performance Information	6

*No reference shall be made to prices/costs in Volume II.

CAUTION: Evaluators will read only up to the page limit as specified.

(c) Common items for each volume is:

- (1) Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.
- (2) Page Printing. Printing may be on one side only. If printing is on both sides of the paper it will be counted as two (2) pages.
- (3) Single or double spacing (offeror's option)
- (4) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
- (5) Volumes II and III shall be marked 'Procurement Sensitive.' A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitive sensitive.
- (6) All volumes should be separately bound in three-ring, loose-leaf binders.

(d) Page Limitations:

<u>Sections</u>	<u>Maximum Number of Pages</u>
Technical Proposal	25
Price Proposal	25
Past Performance Information	Unlimited

PROCESS:

All vendors shall submit offers acceptable for award in accordance with instructions and page limitations provided in Section L and criteria specified in Section M of the SIR/RFO. Each offeror must agree to the terms and conditions of the model contract (Sections A through K of the SIR/RFO), and that includes the provisions, contract clauses, performance work statement, (PWS), and documents, exhibits, and attachments. Each proposal will be evaluated based on the proposed technical approach of satisfying the requirements of the PWS, the reasonableness of the proposed price, and a performance risk assessment, based on evaluation of past performance provided by references for other Government or private industry jobs that are recent and relevant to the tasks outlined in the PWS as specified herein.

Past Performance, Price Trade-off (PPT). The offerors shall submit proposals in three (3) Parts:

1. Part I – Technical Proposal
2. Part II – Price Proposal
3. Part III – Past Performance Information.

PROPOSALS (parts I, II, & III) – Evaluation Factors

Part I – Technical Proposal – Evaluation Factors - Offerors will submit an original and five (5) copies, for a total of six (6) hard copies.

Factor 1 – Organizational Management and Controls

- Sub-Factor 1A – Management Organization
- Sub-Factor 1B – Processing and Control of Work
- Sub-Factor 1C – Environmental/Safety and Quality Control

Factor 2 – Key Personnel/Staffing Plan

- Sub-Factor 2A – Key Personnel
- Sub-Factor 2B – Staffing Plan, Recruitment and Retention
- Sub Factor 2C – Transition Plan

Factor 1 – Organization Management & Controls

Sub-Factor 1A – Management Organization the offerors shall submit a management plan that is detailed and technically sound, demonstrating a full understanding of the requirements of the PWS and all references therein, meeting or exceeding the Government's requirements. The plan demonstrates full understanding of the requirements of the PWS.

Sub-Factor 1B – Processing and Control of Work: The offeror shall submit a work plan for receiving, processing, controlling, and completion of work, procedures for assigning work, scheduling of work, and resource utilization.

Sub-Factor 1C – Environmental/Safety and Quality Control: The Offeror's proposal includes an Environmental/Safety/Quality Control Plan that addresses how the offeror identifies deficiencies and actions for correction in accordance with PWS paragraph 1.10.1 & 1.10.2.

Factor 2 – Key Personnel/Staffing Plan: The offeror's proposal includes a staffing plan. The plan shall include recruiting and staffing, as well as a demonstrated understanding of staffing requirements, transitional staffing, and qualifications of key personnel as described in Sub-Factors 2A, 2B and 2C below.

Sub-Factor 2A – Key Personnel: The offeror's proposal includes resume's that demonstrate qualifications for each of the Key Personnel listed below:

1. **Project Manager**
2. **Assistant Project Manager of Preventative Maintenance (PM) Section**
3. **Assistant Project Manager of Environmental Section**
4. **Environmental/Safety/Quality Control Specialist**
5. **Central Control and Monitoring System (CCMS) Supervisor**
6. **Preventative Maintenance (PM) Supervisor**
7. **Grounds Supervisor**
8. **Environmental Section Supervisor**
9. **CCMS Operator**

Sub-Factor 2B – Staffing Plan, Recruitment and Retention: The offeror's proposal includes a staffing plan that reflects the type, skill mix and minimum number of employees necessary to perform 100% of the tasks specified

in the PWS. The proposal also includes a recruitment and retention plan that includes details on company policies regarding recruitment and retention specifically for use in this requirement.

Sub-Factor 2C – Transition Plan: The offeror's proposal shall include a transition plan that specifies the method of transitional performance, beginning at award for the first 90 calendar days of performance, through contractor Phase-In / Phase-Out periods for different service levels throughout each contract year, and at the end of the contract to insure uninterrupted services are provided to MMAC in accordance with the service and support requirements for all areas of the PWS.

Part II – Price Proposal – Offerors will submit an original and 1 copy, for a total of two (2) hard copies.

- (A) Complete blocks 13, 15, 16, 17 and 18 of the RFP Section A, [SF33](#). In doing so, the offeror accedes to the contract terms and conditions as written in the RFP Sections A through K. These sections constitute the model contract.
- (B) Insert proposed unit and extended prices in Section B for each Contract Line Item Number (CLIN) or Sub CLIN (SCLIN), including all option periods. The extended amount must equal the whole dollar unit price multiplied by the number of units.
- (C) Complete the necessary fill-ins and certifications in Sections I through K. Section K shall be returned in its entirety. For Sections C through I, the offeror shall submit only those pages that require a fill-in.
- (D) Offerors shall provide a copy of the letter from the Small Business Administration (SBA) showing proof of Section 8(a) status.

Part III – Past Performance Information – This part of the proposal shall be limited to no more than seven (7) pages per contract/reference listed. Only references for the same or similar type contracts or commercial performance is desired. Submit Original plus five copies, totaling six (6) hard copies.

- (A) **Quality and Satisfaction Rating for Contracts Completed in the Past Three Years:** Each offeror shall provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type contract. All documents submitted shall be signed by a Contracting Officer or (designated) Contracting Officer's Representative (for Government Contracts), or the principle or official responsible for acceptance of performance (for private industry) of performance in the commercial market. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.
- (B) **Performance Surveys:** The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this SIR. The government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess performance. Provide a list of a minimum of three (3), but no more than five (5), of the most relevant contracts performed for Federal agencies and commercial customers within the last three (3) years. Relevant contracts include services involving the Management, Operations, Utility Systems, modification to facilities, maintenance of facilities, maintenance of grounds, as a prime or primary (minimum of 50% of the performance), on projects with the same or similar scope and complexity of this requirement. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. Furnish the following information for each contract listed:
 - (i) Company/Division name
 - (ii) Product/Service
 - (iii) Contracting Agency/Customer

- (iv) Contract Number
- (v) Contract Dollar Value
- (vi) Period of Performance
- (vii) Verified, up-to-date name, address, FAX & telephone number of the contracting officer or contracting officer's representative.
- (viii) Comments regarding compliance with contract terms and conditions
- (ix) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.

L.5 SUBCONTRACTING AND/OR TEAMING ARRANGEMENTS

If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past/present performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.

(a) Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

(b) Documents submitted in response to this SIR must be fully responsive to and consistent with the following: 1. Requirements of the SIR (Contract Line Items Numbers (CLINs) & Performance Work Statement (PWS), and government standards and regulations pertaining to the PWS.

L.6 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.7 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR

(a) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for review at that time. Examples of the areas that may be investigated and evaluated are listed below:

- (1) Technical capability
- (2) Quality assurance
- (3) Financial capability
- (4) Accounting systems
- (5) Other, as appropriate

(b) Offerors are advised that accomplishment of this survey is a part of the evaluation process and is not to be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.

L.8 PROPOSAL ACCEPTANCE

(a) Only one proposal from each offeror shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name:_____ Title:_____ Phone number:_____

3.2.2.3-20 ELECTRONIC OFFERS (JULY 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: by e-mail to christopher.ekadis@faa.gov. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to christopher.ekadis@faa.gov

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of a Firm-Fixed-Price contract, with Cost reimbursable CLINs for other direct costs (Over & Above), resulting from this SIR.

3.9.1-3 PROTEST (OCTOBER 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290

Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.2.3-1	FALSE STATEMENTS IN OFFERS (JULY 2004)
3.2.2.3-11	UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)
3.2.2.3-12	AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)
3.2.2.3-13	SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)
3.2.2.3-14	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)
3.2.2.3-16	RESTRICTING, DISCLOSING AND USING DATA (JULY 2004)
3.2.2.3-17	PREPARING OFFERS (JULY 2004)
3.2.2.3-18	PROSPECTIVE OFFEROR'S REQUEST FOR EXPLANATIONS (MARCH 2009)
3.2.2.3-19	CONTRACT AWARD (JULY 2004)
3.6.2-7	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (JULY 2011)

PART IV-SECTION M **EVALUATION FACTORS FOR AWARD**

M.1 BASIS FOR CONTRACT AWARD

This is a competitive best value source selection in which competing offerors' past performance history will be evaluated on a basis *significantly more important than* cost or price considerations. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. All technically acceptable offers shall be

treated equally except for their prices and performance records. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

PROPOSALS (parts I, II, & III) – Evaluation Factors/Acceptability

Part I – Technical Proposal – Evaluation Factors

Factor 1 – Organizational Management and Controls

Sub-Factor 1A – Management Organization

Sub-Factor 1B – Processing and Control of Work

Sub-Factor 1C – Environmental/Safety and Quality Control

Factor 2 – Key Personnel/Staffing Plan

Sub-Factor 2A – Key Personnel

Sub-Factor 2B – Staffing Plan, Recruitment and Retention

Sub-Factor 2C – Transition Plan

Factor 1 – Organization Management & Controls

Sub-Factor 1A – Management Organization the offerors shall submit a management plan that is detailed and technically sound, demonstrating a full understanding of the requirements of the PWS and all references therein, meeting or exceeding the Government's requirements. The plan demonstrates full understanding of the requirements of the PWS.

EVALUATION Acceptable: The offerors' management plan is detailed and technically sound, demonstrating a full understanding of the requirements of the PWS and all references therein, meeting or exceeding the Government's requirements.

Sub-Factor 1B – Processing and Control of Work: The offeror shall submit a work plan for receiving, processing, controlling, and completion of work, procedures for assigning work, scheduling of work, and resource utilization.

EVALUATION Acceptable: The offeror's proposal includes a work plan that addresses how the work is received, processed, assigned, tracked, scheduled, and completed.

Sub-Factor 1C – Environmental/Safety and Quality Control: The Offeror's proposal includes an Environmental/Safety/Quality Control Plan that addresses how the offeror identifies deficiencies and actions for correction in accordance with PWS paragraph 1.10.1 & 1.10.2.

EVALUATION Acceptable: The offeror's Environmental/Safety/Quality plan meets or exceeds the Government's requirements in section 1.10.1 & 1.10.2 of the PWS.

Factor 2 – Key Personnel/Staffing Plan: The offeror's proposal includes a staffing plan. The plan shall include recruiting and staffing, as well as a demonstrated understanding of staffing requirements, transitional staffing, and qualifications of key personnel as described in Sub-Factors 2A, 2B and 2C below.

Sub-Factor 2A – Key Personnel: The offeror's proposal includes resume's that demonstrate qualifications for each of the Key Personnel listed below:

10. Project Manager
11. Assistant Project Manager of Preventative Maintenance (PM) Section
12. Assistant Project Manager of Environmental Section
13. Environmental/Safety/Quality Control Specialist
14. Central Control and Monitoring System (CCMS) Supervisor
15. Preventative Maintenance (PM) Supervisor
16. Grounds Supervisor
17. Environmental Section Supervisor
18. CCMS Operator

EVALUATION Acceptable- Resumes meet or exceed qualification requirements listed in section 5 of the PWS.

Sub-Factor 2B – Staffing Plan, Recruitment and Retention: The offeror's proposal includes a staffing plan that reflects the type, skill mix and minimum number of employees necessary to perform 100% of the tasks specified in the PWS. The proposal also includes a recruitment and retention plan that includes details on company policies regarding recruitment and retention specifically for use in this requirement.

EVALUATION Acceptable: The offeror's staffing plan provides for adequate number of personnel by labor category. The offeror's proposal includes a comprehensive recruitment and retention plan that shows established processes for recruiting and retaining competent quality staff for the duration of the entire potential 5 year performance period of the contract.

Sub-Factor 2C – Transition Plan: The offeror's proposal shall include a transition plan that specifies the method of transitional performance, beginning at award for the first 90 calendar days of performance, through contractor Phase-In / Phase-Out periods for different service levels throughout each contract year, and at the end of the contract to insure uninterrupted services are provided to MMAC in accordance with the service and support requirements for all areas of the PWS.

EVALUATION Acceptable: The offeror's transition plan meets or exceeds requirements of the PWS Section 4, Transition and Period of Performance, Phase in/Phase out. The plan addresses processes for management involvement to insure uninterrupted services are provided in accordance with the service and support requirements for all areas of the PWS.

NOTE: If any 1 sub-factor is rated as "Unacceptable," the entire factor is considered Unacceptable, and thus the offer is rated as "Unacceptable."

Part II – Price Proposal – Offerors will submit an original and 1 copy

- (A) Complete blocks 13, 15, 16, 17 and 18 of the RFP Section A, [SF33](#). In doing so, the offeror accedes to the contract terms and conditions as written in the RFP Sections A through K. These sections constitute the model contract.
- (B) Insert proposed unit and extended prices in Section B for each Contract Line Item Number (CLIN) or Sub CLIN (SCLIN), including all option periods. The extended amount must equal the whole dollar unit price multiplied by the number of units.
- (C) Complete the necessary fill-ins and certifications in Sections I through K. Section K shall be returned in its entirety. For Sections C through I, the offeror shall submit only those pages that require a fill-in.

- (D) Offerors shall provide a copy of the letter from the Small Business Administration (SBA) showing proof of Section 8(a) status.

The Contracting Officer will retain Part I-Price Proposal. Upon receipt of technical ratings, the Contracting Officer will provide not more than the lowest five (5) proposals rated as "Acceptable" for the Performance Confidence assessment review.

Part III – Past Performance Information – This part of the proposal shall be limited to no more than seven (7) pages per contract/reference listed. Only references for the same or similar type contracts or commercial performance is desired. Submit Original plus five copies, for a total of six (6) hard copies.

- (A) **Quality and Satisfaction Rating for Contracts Completed in the Past Three Years:** Each offeror shall provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type contract. All documents submitted shall be signed by a Contracting Officer or (designated) Contracting Officer's Representative (for Government Contracts), or the principle or official responsible for acceptance of performance (for private industry) of performance in the commercial market. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

- (B) **Performance Surveys:** The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this SIR. The government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess performance. Provide a list of a minimum of three (3), but no more than five (5), of the most relevant contracts performed for Federal agencies and commercial customers within the last three (3) years. Relevant contracts include services involving the Management, Operations, Utility Systems, modification to facilities, maintenance of facilities, maintenance of grounds, as a prime or primary (minimum of 50% of the performance), on projects with the same or similar scope and complexity of this requirement. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. Furnish the following information for each contract listed:

- (i) Company/Division name
- (ii) Product/Service
- (iii) Contracting Agency/Customer
- (iv) Contract Number
- (v) Contract Dollar Value
- (vi) Period of Performance
- (vii) Verified, up-to-date name, address, FAX & telephone number of the contracting officer or contracting officer's representative.
- (viii) Comments regarding compliance with contract terms and conditions
- (ix) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.

EVALUATION Acceptable: Using questionnaires, the contracting officer shall seek relevant performance information on all based on (1) the past and present efforts provided by the offeror and (2) data independently obtained from other Government and commercial sources.

- (A) Relevant performance includes performance of efforts that are similar or greater in scope, magnitude and complexity than the effort described in this solicitation. The purpose of the past performance evaluation is to allow the government to assess the offeror's ability to perform the effort described in this RFP, based on the offeror's demonstrated present and past performance. The assessment process will result in an overall performance confidence assessment of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Unknown Confidence as defined in [MP5315.3](#), Table 3. Past performance regarding predecessor companies, key personnel who have relevant experience, or sub-contractors that will perform major or critical aspects of the requirement will/will not be rated as highly as past performance information for the principal offeror. Offerors with no relevant past or present performance history or the offeror's performance record is so limited that no confidence assessment rating can be reasonably assigned shall receive the rating "Unknown Confidence," meaning the rating is treated neither favorably nor unfavorably.
- (B) In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.
- (C) If the lowest priced evaluated technically acceptable offer is judged to have a Substantial Confidence performance confidence assessment, that offer represents the best value for the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.
- (D) If the lowest priced offeror is not judged to have a Substantial Confidence performance confidence assessment, the next lowest priced offeror will be evaluated and the process will continue (in order by price) until an offeror is judged to have a Substantial Confidence performance assessment or until all offerors are evaluated. The Source Selection Authority shall then make an integrated assessment best value award decision.
- (E) Offerors are cautioned to submit sufficient information and in the format specified in Section L. Offeror's may be asked to clarify certain aspects of their proposal (*for example*, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.
- (F) The government intends to award a contract without discussions with respective offerors. The government, however, reserves the right to conduct discussions if deemed in its best interest.

M.2 EVALUATION OF OFFERS FOR SINGLE AWARD (JUL 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

3.2.4-31 EVALUATION OF OPTIONS (APR 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)

A progress payments clause is not included in this screening information request, and will not be added to the resulting

contract at the time of award. Submissions conditioned upon inclusion of a progress payment clause in the resulting contract will not be considered.

END OF SIR

